



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 03-01-2008
 EXPIRATION DATE: 02-28-2009
 PAGE: 1 of 6

VENDOR:

McKesson Med-Surg Minn
Minnesota Supply Inc
8121 10th Ave N
Golden Valley, MN 55427
USA

VENDOR CONTACT:

fax 800-237-9766

PHONE: 515 999-9999**EMAIL:****EXT:****ISSUER:**

SHARON DOWNEY

PHONE: 515-281-5982**EMAIL:** Sharon.Downey@iowa.gov**FOB****Contract For:** BRIEFS, INCONTINENT DISPOSABLE

Contract To Provide Briefs (Adult) Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No. 90400s084 Dated February 13, 2004 On File With The Department Of Administrative Services, General Services Enterprise/Purchasing, Hoover State Office Building, Level A, Des Moines, Iowa 50319-0105. Delivery Required Within (30) Days After Receipt Of Order In One Complete Shipment, Partial Shipment Shall Be Refused Upon Delivery, Unless You Have Made Arrangements With The Institution In Advance Of The Delivery. An Integral Criteria Of This Contract Is The Service Portion Listed Below. The Contract Includes These Services And If Not Met During Contract Period Your Contract Will Be Cancelled. The Service Program Must Be Tailored To Each Using State Facility. Regularly Scheduled Meetings Must Be Arranged With "Key" Personnel As Defined By Each Using Facility. A. Qualified Registered Nurse To Provide: 1. Service Calls Every Two (2) Months To A. Check Sizing Accuracy B. Oversee Proper Application And Usage C. Provide Hands-On Assistance On All Units, Three Shifts. D. Provide A Monthly Report Of Number Of Users. Average Change Rate And Overall Cost. E. Make Recommendations To Assist The Facility In Cost Savings. B. The Registered Nurse, Or A Company Representative Is To Assist In Determining When To Order, Amount And Or Types To Order For Best Volume Pricing, And Method Of Shipment Every Month. The Acceptable Brands Forbid Are The Following Per Test Conducted At Iowa Veterans Home,

RENEWAL OPTIONS**FROM** 03-01-2009 **TO** 02-28-2010**FROM** 03-01-2010 **TO** 02-28-2011**FROM** 03-01-2011 **TO** 02-29-2012**FROM** 03-01-2012 **TO** 02-28-2013**AUTHORIZED DEPARTMENT**

ALL
 SUB Political Sub-divisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Tena Item Number 61003100 10-24 Case Small 96/Case Size Waist Or Hip 20-34 Small 80/Case : 50-149 Case Small 80/Case 150-249 Case Small 80/Case 250-Over Case Small 80/Case	\$29.790000 \$0.000000
2	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca Item Number 67200 10-24 Case Medium 80/Case Size Waist Or Hip 34-47 25-49 Case Medium 80/Case .30 50-149 Case Medium 80/Case 150-249 Case Medium 80/Case 250-Over Case Medium 80/Case	\$26.810000 \$0.000000
3	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca Item Number 67300 10-24 Case Large 80/Case Size Waist Or Hip 47 25-49 Case Large 80/Case 50-149 Case Large 80/Case 150-249 Case Large 80/Case 250-Over Case Large 80/Case	\$35.750000 \$0.000000
4	0.00000	LOAD	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Truck Loads Item Number 66100 Truck Load Small 96/Case Waist Or Hip 20-34 Case Per Load 1500 Brand Sca 96/case	\$29.790000 \$0.000000
5	0.00000	LOAD	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Truck Loads Item Number 67200 Truck Load Medium 80/Case Waist Or Hip 34-47 Case Per Load 1500 Brand Sca	\$26.810000 \$0.000000
6	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Truck Loads Item Number 67300 Truck Load Large 80/Case Waist Or Hip 47 Case Per Load 1350 Brand Sca	\$35.750000 \$0.000000
7	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO	\$62.640000 \$0.000000
8	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca Item 62618 Under Pads, 80 Case Disposable	\$32.390000 \$0.000000
9	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca Item 62718 Super Pads, Case Size 48	\$23.770000 \$0.000000
10	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca Item 62418 Moderate Pad, Case Size 92	\$30.530000 \$0.000000
11	0.00000	CASE	2003220 BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca Item 62314 Light Day Pad, Case Size 144	\$30.400000 \$0.000000



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12	0.00000	CASE	2003220	\$31.560000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca Item 61120 Youth Brief, Case Size 96 Waist Or Hip 17-28	
13	0.00000	CASE	2003220	\$31.820000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Adult Pull Up First Quality Prevail Mfg # Pv-512, Size Med, Red Line #8212-31-00, 20 Pk-4pk/Case Brand First Quality Prevail Code# Pv-512 Red Line #8213-31-00, 18 Pk, 4 Pk Case Brand First Quality Prevail Code:# Pv-513 -50 Case \$ 29.54 51-100 101-200 Cases	
14	0.00000	CASE	2003220	\$23.020000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Underpad, Tendersorb Kendal 18# Item 51023100 Size 23 X 24 Item #_7134	
15	0.00000	CASE	2003220	\$33.640000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand Sca 61375 Size X-Large 1375-3100 Fits 60-64" Pack 12/Pkg 6 Pkg/Case	
17	0.00000	CASE	2003220	\$31.110000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand First Quality 8 Bags Of 12, Case Of 96 Item Pf-012	
18	0.00000	CASE	2003220	\$31.110000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Brand First Quality 6 Bags Of 12, Case Of 72 Item Pf-013	
19	0.00000	CASE	2003220	\$35.800000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Overnight Purple Liner #91700 W,12 Bag, 6 Packs Pr Case 72 Per Case. Brand Hosp. Spec	
20	0.00000	CASE	2003220	\$25.850000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Green Liner 92600 Ww,12 Bag, 6 Packs Pr Case 72 Per Case. Brand Hosp. Spec	
21	0.00000	CASE	2003220	\$34.090000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 90200 Sap Peach Contuoured Shield 20 Bag, 10 Pack Case, 200 Case Brand Hosp. Spec	
22	0.00000	CASE	2003220	\$35.940000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Regular Peach 94222 22/Bag, 9 Packs Per Case 198 Case Brand Hosp Spec.	
23	0.00000	CASE	2003220	\$47.410000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Np-90180 Booster Pad, 18/Bag, 10 Pack Case 180 Case Brand Hosp Spec	



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24	0.00000	CASE	2003220	\$30.680000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO Hs-340 Under Pad 150/Case Brand Hosp Spec	
25	0.00000	CASE	2003220	\$51.590000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 42192 Pull On Medium, 20/Bag, 4 Packs Case 80 Case Brans Hosp Spec	
26	0.00000	CASE	2003220	\$43.650000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 42171 Pull On Large, 18 /Bag, 4 Packs Case 72 Case Brand Hosp Spec	
27	0.00000	CASE	2003220	\$31.860000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 95430 Belted Undergarment 30 Bag, 4 Pack Case 120 Case Brand Hosp Spec	
28	0.00000	CASE	2003220	\$36.140000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 92096 Medium Brief 12 Bag, 8 Packs Case 96 Case Brand Hosp Spec	
29	0.00000	CASE	2003220	\$35.230000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 95080 Merge Brief 10 Bag, 8 Packs Case 80 Case Brand Hosp Spec	
30	0.00000	CASE	2003220	\$35.230000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 95072 Large Brief 12 Bag, 6 Packs Case 72 Case Brand Hosp Spec	
31	0.00000	CASE	2003220	\$35.230000 \$0.000000
			BRIEFS, INCONTINENT, DISP. CONTOURED HOUR-GLASS SHAPE, COMFO 94064 Xlarge Brief 8 Bag, 8 Packs Case 64 Case Brand Hosp Spec	
32	0.00000		9155878	\$0.000000 \$0.000000
			MAIL PICKUP AND DELIVERY SERVICES FROM AND TO A UNITED STATE SHIPPING AND HANDLING MINIMUM ORDER FOR FOB DESTINATION \$100.00	



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TERMS AND CONDITIONS**specifications**

Minimum order \$100.00
 contact person: Adjani Ann
 phone: 800-328-8111 ex6732
 fax 800-237-9766

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods



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The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N60

NET 60 DAYS